

# REQUEST FOR PROPOSALS

## July 1, 2006 – June 30, 2008

Issue Date: December 1, 2005

RFP # 163-06-04

Title: **Virginia Respite Care Grant Program**

Issuing Agency: Commonwealth of Virginia  
Department for the Aging  
1610 Forest Avenue, Suite 100  
Richmond, Virginia 23229-5007

Period of Contract: From July 1, 2006 through June 30, 2008.

**Sealed proposals will be received until 4:00 p.m., EST, March 1, 2006, or postmarked by March 1, 2006 for furnishing the services described herein. Proposals received or postmarked after the deadline will not be considered.**

**PROPOSALS SHOULD BE MAILED OR HAND DELIVERED. MAIL OR DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. FACSIMILE (FAX) TRANSMISSIONS WILL NOT BE ACCEPTED.**

All inquiries for information should be directed to: Mrs. Ellen Nau, Respite Care Grant Program Coordinator, telephone: (804) 662-9340.

In compliance with this request for proposals and with all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon through subsequent negotiation.

Name and Address of Offeror:

\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Official – Sign in blue ink)  
\_\_\_\_\_  
Zip Code \_\_\_\_\_ Name: \_\_\_\_\_  
(Please type or print)  
FEI/FIN No.: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4341.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.

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## **VIRGINIA RESPITE CARE GRANT PROGRAM**

### **Request for Proposals**

#### **1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from local private nonprofit organizations, or agencies of local government for the development, expansion, or start-up operation of respite care services, including but not limited to adult day care services, that provide respite (relief and support) to the caregivers of older, infirm, or disabled adults. The Virginia Respite Care Grant Program is authorized under Section 2.2-714 through 2.2-717 of the *Code of Virginia*.

The objective of the grant is to promote the development and expansion of respite care services which support family caregivers in Virginia and prevent or delay the premature institutionalization of frail older adults. The Virginia Department for the Aging (State Agency) has Three Hundred Seventy-Two Thousand One Hundred Six (\$372,106.00) Dollars available to award three to four (3 to 4) grants for the July 1, 2006 through the June 30, 2008 time period. **Organizations who have already received funding for the July 1, 2005 through the June 30, 2007 time period are ineligible to apply.**

Funded organizations and their proposed programs must operate in accordance with the policies and procedures developed for the Virginia Respite Care Grant Program as outlined in this RFP.

#### **2.0 BACKGROUND**

In 2000, the Governor and the General Assembly established the "Virginia Respite Care Grant Program" to fund eligible community organizations in the development, expansion, or start-up operations of respite care services which provide respite to family members who care for frail, infirm, or disabled adults who would be at risk for institutionalization if the caregiver should "burn out" and no longer be able to provide care.

Grants will be targeted to areas that are currently unserved or underserved by a respite care program or adult day care program. Grants may be used to develop a respite care program, to build an adult day care facility, to expand an existing facility or respite program to serve more clients, or to renovate/retrofit a building to accommodate a respite program or adult day care program to meet the community's unmet needs for these services.

For purposes of this grant program, "respite care" is the provision of services that provides support and relief for the caregiver of an aged, infirm, or disabled adult.

Respite care may include, but is not limited to, adult day care services. Services may be provided in or away from the residence of the aged, infirm, or disabled adult. Services should be targeted to those older, infirm, or disabled adults who would be at risk for institutionalization if the caregiver should “burn out” and no longer be able to provide care.

For purposes of this grant program, “adult day care” is the provision of supplementary care and supervision during a part of the day in a group setting to aged, infirm, or disabled adults. **Adult day care services must be in compliance with Virginia Department of Social Services licensing requirements §§63.2-1800 et seq.**

Through the Virginia Respite Care Grant Program, a variety of new and expanded models of providing respite care may be funded. However, the proposed program should promote the involvement of family members/informal caregivers, area agencies on aging, consumers, civic groups, interested citizens and volunteers, communities of faith, and local human resource agencies in the planning and delivery of services.

Proposals can only be accepted from public agencies or a private nonprofit agency exempt under §501 (c) (3) of the Internal Revenue Code. Organizations may apply for a grant of up to One Hundred Thousand (\$100,000.00) Dollars.

Funded organizations (working through their community coalitions) are required to provide a fifty (50%) percent match (including both cash and in-kind contributions) that must be used for the proposed respite program. If you are applying for One Hundred Thousand (\$100,000.00) Dollars, then you will need a match of One Hundred Thousand (\$100,000.00) Dollars or fifty (50%) percent [See Section 4.2.10 below].

### 3.0 SCOPE OF SERVICES

While there is flexibility to design programs responsive to local demands, proposals that conform to the general philosophy of this RFP and to the specifications described in this and succeeding sections will have the best chance of being funded.

Organizations (working through their community coalitions) should use the following principles to guide the development of their proposed respite care programs:

- The grant will provide seed money to local communities for the establishment or expansion of respite services. Communities must use this seed money to **leverage additional local public or private funding and in-kind**

**contributions** for the development, expansion, or start-up operation of their proposed program (See Section 4.2.10 below);

- Communities should conduct a community-wide **needs assessment** to determine the extent of need for respite care services within the proposed service area;
- Grantees are required to establish a **community coalition** which includes representatives from local health care and human services organizations, churches and other communities of faith, the local area agency on aging, civic groups, local governments, and other groups that have an interest in providing respite care services to families caring for older, infirm, or disabled adults. Preference will be given to those applicants that can demonstrate that they have organized an active, involved community coalition;
- Organizations receiving funding through this respite grant must establish **fees and charges for the service(s) provided**. Clients must be allowed to pay all or a portion of these fees and charges (See Section 3.3 below for more details);
- Preference will be given to projects that promote **public/private partnerships** in the funding, development, and provision of respite care services;
- Preference will be given to applicants who propose to establish or expand **respite care or adult day care services** in currently unserved or underserved areas of the Commonwealth;
- For projects that propose the development or expansion of respite care or adult day care services, additional preference will be given to those projects that are **licensed** by, or are pursuing licensure from, the Virginia Department of Social Services;
- Preference will be given to projects that **improve and enhance the quality of life for caregivers** by providing support and relieving the emotional and physical stress of caregiving with the goal of delaying or deterring the institutionalization of the care recipient;
- The proposed project must target its resources to those caregivers with the **highest caregiver need** and those care recipients that are at **greatest risk for institutionalization** (admission to an assisted living facility, nursing home, state mental health facility, or other long-term care facility);
- The proposed project must demonstrate the **financial viability of their proposal** – both to develop the proposed service within the timeline provided and to sustain operations after the seed money has been spent; and

- Only one proposal from each organization/community will be considered.

- 3.1 TARGET POPULATION:** Grantees shall provide respite services to caregivers who are providing twenty-four (24) hour care to adults who are aged, infirm, or disabled and at risk for institutionalization if the caregiver “burns out” and is unable to continue in the caregiver role. Eligibility criteria must be developed which is based upon need (with the focus on those persons most at risk for institutionalization) rather than income. Eligibility criteria should be directly related to the needs assessment conducted by the community coalition.
- 3.2 SERVICE CRITERIA:** Significant flexibility will be granted to applicant organizations in an effort to encourage innovative and creative strategies for the development and provision of respite care services for families. Funded programs will be required to develop a procedure for assessing clients' needs for respite care services. Programs can develop their own assessment tools or can use the Uniform Assessment Instrument (UAI). A copy of the UAI can be found on the State Agency's web site at [www.vda.virginia.gov](http://www.vda.virginia.gov). Projects that propose the development or expansion of adult day care services are strongly encouraged to seek licensure from the Virginia Department of Social Services.
- 3.3 FINANCING:** Services should be financed through the grant funds, other public and/or private resources, and client fees (cost sharing). Since respite care services will be available to aged, infirm, or disabled adults who meet the eligibility criteria established by the applicant organization, regardless of income, some clients will be in a position to pay for some or all of the cost for their services. Programs should develop a methodology for determining a client's (or family's) share of the cost of the service they receive. Applicant organizations may choose to determine client cost sharing by adopting the sliding fee scale for income eligibility used by the Virginia Department for the Aging. A copy of this scale can be found on the State Agency's web site at [www.vda.virginia.gov](http://www.vda.virginia.gov).
- 3.4 REPORTING REQUIREMENTS:** Funded programs will be responsible for submitting quarterly reports to the Virginia Department for the Aging (see Attachment 2).

The data elements of the quarterly and annual reports will be reported on a form provided by the Virginia Department for the Aging and will allow for annual, non-duplicated totals and percentages. The information will be used to monitor programs to ensure the goal and objectives of the project have been accomplished.

- Reports will be due to the Virginia Department for the Aging by the 15<sup>th</sup> of October, January, April and July. A final report will be due by July 30, 2008 and will include a summary of the program's activities, accomplishments, and issues encountered during the operation of the respite care grant program.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Applicant organizations and community coalitions are strongly encouraged to closely follow these requirements as they prepare their grant application:

### 4.1 GENERAL REQUIREMENTS

**4.1.1 RFP Response:** In order to be considered for selection, organizations must submit a complete response to the RFP. One original and five (5) copies of the response must be submitted to the Virginia Department for the Aging by the due date. The community organization which actually submits the proposal will be called the *Offeror* in subsequent sections of this RFP. Funds will be awarded on a competitive basis. **Applicants who received funding for the July 1, 2005 through the June 30, 2007 time period are ineligible to apply.**

**4.1.2 Proposal Preparation:** An authorized representative of the Offeror shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected. **Only one proposal will be accepted from each Offeror.** If an Offeror proposes more than one alternative within the proposal, the entire proposal will be rejected for lack of specificity.

**Proposals should be typed/printed on 8½" x 11" paper, with at least one-inch margins, using 12 point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered.**

**Proposals should be organized in the order in which the requirements are presented in Section 4.2 below of this RFP.** Each paragraph/section in the proposal should reference the paragraph number of the corresponding section of the RFP and repeat the title of the requirement as it appears in Section 4.2 below. The proposal should contain a table of contents that also corresponds to the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be

attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where each of the RFP requirements are specifically addressed.

Each copy of the proposal must be contained in a single unbound volume where practical. All documentation submitted with the proposal must be contained in that single volume.

Modification of or additions to the General Terms and Conditions and the Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

- 4.1.3 Identification of Proposal Envelope:** The signed original proposal and five (5) copies must be delivered to the Virginia Department for the Aging in a sealed envelope or package. In addition to the mailing address of the Department, the envelope should include the following information:

Response To: Virginia Respite Care Grant Program,  
RFP # 163-06-04

From: \_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
City, State, Zip Code

**The envelope must be addressed to the Virginia Department for the Aging as directed on the RFP Cover Sheet.** Proposals may be mailed or hand delivered. No other correspondence or other proposals should be placed in the envelope. **Facsimile (FAX) transmissions will not be accepted.**

Sealed proposals will be received until: Wednesday, March 1, 2006, 4:00 PM, EST or postmarked by March 1, 2006.

- 4.1.4 Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the



Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

## 4.2 SPECIFIC PROPOSAL REQUIREMENTS

**This section is extremely important.** Proposals should be thorough and concise, but with sufficient detail to allow the State Agency to properly evaluate the Offeror's capabilities to provide the proposed services. All Offerors are required to submit the following items and information as part of a complete proposal:

**4.2.1 Cover Sheet:** Return the RFP cover sheet, signed and completed as required. Failure to submit a proposal with the official cover sheet may be a cause for rejecting the proposal.

**4.2.2 Nature of Project:** The Offeror must clearly and concisely describe the project. Do not exceed fifty (50) words.

**4.2.3 Description of Applicant Organization:** This section should include information that describes the offering (applicant) organization's capability to provide the proposed respite care service(s) and manage the respite grant funds. Include as much of the following information as possible: the applicant organization's name, purpose, and goals; the geographic area already served by the organization; the current organizational structure of the organization including number and type of staff employed. Describe the organization's current programs and activities or describe previous programmatic accomplishments.

The Offeror must be an agency of local government or a private nonprofit 501(c)(3) organization and must include documentation of this status.

**4.2.4 Statement of Needs:** The Offeror should explain the need for respite care services in the geographic area to be served. Include as much of the following information as possible: supporting statistics; information on the socio-economic and cultural characteristics of the community; information on the lack of resources; information on family/client needs; and the expected impact of the proposed service(s) on the problem. Applicants should explain what attempts have already been made to secure other funding sources and list those sources.

**4.2.5 Plan for the development, expansion, or start-up operations of the service(s) that will be provided:** This section should provide

a description of how the Offeror will be providing new or expanded respite care services. Include the items below:

- A description of the services/activities that are to be provided in the respite care program. The goals and objectives must be clearly defined, measurable, and time related. List the services that will be delivered, the number and type of families/clients to be served, and describe how the clients will be selected. If you are proposing adult day care services, include plans for licensure by the Virginia Department of Social Services.
- An explanation as to how the services/activities will be provided. Describe the procedures that will be used to deliver the services.
- An explanation of any construction, renovation, retrofitting or other activities necessary to provide the services. List any equipment and materials that will be needed to provide the services.
- A clear description of the geographic boundaries (cities and counties) of the service area and in what location(s) the services will be provided.
- A plan for program evaluation and quality assurance.
- A plan for continuation beyond this initial seed grant.
- Letters of support demonstrating that the proposal will have the support and cooperation of key participating organizations (public and private) in the community. If the project is dependent on another organization for successful implementation, a letter of commitment from that other organization specifying the nature and extent of the agreement (i.e.: documenting the types of support that will be provided - for example, cash match) should be included. Letters of commitment must be signed by an individual with the authority to contractually obligate the organization.

#### **4.2.6 Community Respite Care Coalition and Interagency**

**Coordination:** Provide a clear description of the community coalition that was formed (or that will be formed) to apply for this grant. Preference will be given to proposals where a community coalition has already been organized. List the makeup of the membership of the coalition.

**4.2.7 Staffing:** Provide the information below about staffing:

Describe the staffing of the proposed service: Who will be responsible for service provision? What is their level of training and/or experience? Who will provide supervision of staff providing direct services? Will special certification or licensure of staff be required?

Attach brief position descriptions for all personnel (both paid and volunteer) who will be involved in this project. You may include brief resumes for those staff who are already employed.

If you will be subcontracting any of the staff functions to another organization, provide information about how you will monitor and enforce staffing requirements.

**4.2.8 Plan for Collection of Client Fees:** Describe your procedures for charging families/clients for all or a portion of the cost of the services they receive. Also describe what active steps you will take to ensure that client fees are spent before grant funds are spent. Note: You may adopt the Federal Poverty/VDA Sliding Fee Scale as the tool that will be used to determine fees.

**4.2.9 Timetable:** Develop a simple implementation plan (or timeline) listing realistic target dates for the beginning and end of each activity. Preference will be given to applications that have a realistic time frame for their project.

**4.2.10 Budget:** Programs may apply for up to One Hundred Thousand (\$100,000.00) Dollars in respite grant seed dollars.

Include a proposed budget for the entire project period. The format found in Attachment 1 must be used.

Provide a statement of assurance of the availability of the cash and in-kind match requirement of Fifty (50%) Percent of the total budget for the proposal. Of this Fifty (50%) Percent match, a minimum of Twenty-Five (25%) Percent of it must be in cash. For example, if you apply for One Hundred Thousand (\$100,000.00) Dollars, you will need One Hundred Thousand (\$100,000.00) Dollars match, of which a minimum of Twenty-five Thousand (\$25,000.00) Dollars must be in cash. The cash contributions may come from local government, private sector grants, or other funding sources. **State general fund dollars and federal dollars cannot be used as part of the cash match.** All matching funds must support the development or provision of respite care services.

The value of any in-kind goods or services used as match must be the fair market value of the goods or services verified through a signed statement provided by the owner of the goods or services. This statement must include an explanation for how the fair market value was determined. If real property is included in the match, then the value of the property must be the value determined by the county or city assessors office. A copy of any assessment of the value of in-kind goods must be included with the RFP response.

## 5.0 PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT

Proposals will be evaluated by a committee selected by the State Agency. The evaluation committee will submit recommendations to the State Agency. The State Agency reserves the right of final approval and the right to reject any and all proposals. ***The State Agency also reserves the right to award grant funds in such a manner as to assure the geographic dispersion of projects across the Commonwealth.*** Except as provided in Section 5.2 below, this procurement shall be governed in all respects by the provisions of Chapter 43 of the *Code of Virginia* (The Virginia Public Procurement Act).

**5.1 EVALUATION CRITERIA:** Proposals shall be evaluated by an evaluation committee using the criteria listed below. Subheadings under the criteria indicate the possible factors to be considered, but are not necessarily all inclusive.

<u>Criteria</u>	<u>Point Value</u>
<b>1. Adequate and Realistic Plan for the Development or Expansion of Respite Care Services</b> <ul style="list-style-type: none"> <li>• <u>Realistic time frames and adequate resources for implementation of proposed project.</u></li> <li>• Scope of community-wide needs assessment.</li> <li>• The documented lack of respite services to meet the community need.</li> <li>• Scope of the respite service(s) to be provided.</li> <li>• Effective utilization of existing community resources.</li> <li>• Adequacy of plan for quality assurance and program evaluation.</li> <li>• If adult day care services are proposed, licensure or a plan for licensure by the Virginia Department of Social Services.</li> <li>• Extent of conformance with the requirements described in the RFP.</li> </ul>	<b>35</b>

<b>2. Reasonable Timetable</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• Adequacy and reasonableness of implementation plan (or timeline).</li> <li>• Realistic dates for accomplishing major milestones in the proposed project's development and implementation.</li> </ul>	
<b>3. Adequate and Reasonable Budget</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• Clear demonstration of the required match and the extent of match funding from other sources used in the program.</li> <li>• Sufficiency of funds to implement or expand proposed service(s).</li> <li>• Adequacy of plan for sustainability beyond initial seed funds.</li> <li>• Effective use of funds.</li> <li>• Adequacy of budget narrative.</li> <li>• Overall reasonableness of budget.</li> <li>• Adequacy of fee collection plan.</li> </ul>	
<b>4. Demonstrated Interagency Coordination</b>	<b>15</b>
<ul style="list-style-type: none"> <li>• Level of interagency coordination that is demonstrated.</li> <li>• Level of representation of community stakeholders among taskforce members, especially communities of faith and the area agency on aging.</li> <li>• Extent of experience in coordinating services and activities among various local organizations.</li> <li>• Extent of commitment among local organizations to supporting the proposed project with cash or in-kind contributions.</li> </ul>	
<b>5. Adequate Staffing to Provide Quality Services</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• Provision for qualified staff to implement the proposal.</li> <li>• Position descriptions are attached and resumes, and/or lists of staff qualifications are included.</li> <li>• Sufficiency of staff to implement program.</li> <li>• Screening of staff (including background checks).</li> <li>• Adequacy of supervision.</li> <li>• Adequacy of training.</li> </ul>	
<b>TOTAL</b>	<b>100</b>
<hr/>	
<b>5.2 AWARD OF CONTRACT:</b>	Selection shall be made from two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors

so selected. After negotiations have been conducted with each Offeror so selected, the State Agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award a contract to that Offeror within the constraints of the budget. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Section 2.2-717.D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

## 6.0 IMPORTANT DATES

- *Deadline for receipt of proposals:* 4:00 PM, EST, March 1, 2006 or postmarked by March 1, 2006.
- *Period of the contract:* July 1, 2006 through June 30, 2008.
- Reports will be due to the Virginia Department for the Aging by the 15<sup>th</sup> of October, January, April and July. A final report will be due by July 30, 2008.

## 7.0 GENERAL TERMS AND CONDITIONS

**7.1 VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

**7.2 APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- 7.3 ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and §2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E).

In every contract over Ten Thousand (\$10,000.00) Dollars the provisions of 7.3.1 and 7.3.2 below shall apply.

- 7.3.1** During the performance of this Contract, the Contractor agrees as follows:

- 7.3.1.1** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- 7.3.1.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 7.3.1.3** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**7.3.2** The Contractor will include the provisions of 7.3.1 above in every subcontract or purchase order over Ten Thousand (\$10,000.00) Dollars, and such provisions will be binding upon each subcontractor or vendor.

- 7.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 7.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 7.6 DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.
- 7.7 ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- 7.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for this purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 7.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any



revision to the solicitation will be made only by addendum issued by the State Agency.

**7.10 PAYMENT TO SUBCONTRACTORS:** A Contractor awarded a contract under this solicitation is hereby obligated:

**7.10.1** To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract or to notify the State Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

**7.10.2** To pay the subcontractor(s) interest at the rate of one (1%) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 7.10.1 above. The date of mailing of any payment by U.S. Mail postage paid is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**7.11 PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTRACT ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**7.12 QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such

offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.

- 7.13 TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- 7.14 ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 7.15 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over Fifty Thousand (\$50,000.00) Dollars, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of ten (10) days.
- 7.16 DEFAULT:** In case of failure to deliver services in accordance with the Contract terms and conditions, the Commonwealth, after due verbal or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- 7.17 DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensing, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over Ten Thousand (\$10,000.00) Dollars, and such provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensing, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 7.18 NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **8.0 SPECIAL TERMS AND CONDITIONS**

- 8.1 AMENDMENT OF CONTRACT:** The Contractor shall submit to the State Agency for prior approval all requests for and reasonable documentation of necessary changes, additions or deletions in the contract.

The State Agency shall make amendments required by changes in federal or state statutes, regulations, and directives related to the contract.

The Contractor and the State Agency may also mutually agree to make changes in the contract, which shall be established by amendment.

- 8.2 AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after the final report or until any questioned audit cost is cleared, whichever is later. The State Agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 8.3 AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the State Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 8.4 BONDING AND INSURANCE:** In administering any resulting contract, the Contractor shall observe its regular requirements and sound management practices with respect to bonding and insurance and, likewise, shall comply with related federal, state and local statutory and regulatory requirements.

- 8.5 CANCELLATION OF CONTRACT:** The State Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

In the event of cancellation and termination, the Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Contract as determined by the State Agency. The Contractor, however, shall return all unspent funds to the State Agency, as instructed by the State Agency.

- 8.6 CONFIDENTIALITY:** The Contractor shall ensure that no information about, or obtained from, an individual by an agency providing services to that individual under any resulting contract shall be disclosed in a form that identifies the individual without the written consent of such individual or his/her legal representative, unless the disclosure is required by court order or by state or federal laws applicable to the services provided under this Contract.

- 8.7 CONFLICT OF INTEREST:** If the Contractor is a unit of a local governing body or a group of such bodies in a joint exercise of powers, the provisions of the Virginia State and Local Government Conflict of Interests Act, *Code of Virginia*, §§2.2-3100 through 2.2-3131, shall apply.

If the Contractor is not such a body subject to the Virginia State and Local Government Conflict of Interests Act, the restrictions specified below shall apply. The specified restrictions, however, shall not be interpreted to prohibit members of City Councils or County Boards of Supervisors from being selected officially to represent their governments as members of the governing board, or Board of Directors of the Contractor.

In cases where hardship or disruption of services to the clients would result from strict application of said restrictions, exceptions may be granted by the State Agency only in the form of written amendments to any resulting contract, sufficient written justification having been submitted by the Contractor to the State Agency.

Unless specifically exempted no officer or member of the governing board or Board of Directors or employee of the Contractor shall:

- 8.7.1** Be a subcontractor, grantee, or subgrantee of the Contractor other than in his contract of employment, or be an employee, officer, or board member of a subcontractor, grantee, or subgrantee of the Contractor. The fact any such subcontract, grant, or subgrant is

awarded after competitive bidding or by negotiation shall be irrelevant; or

**8.7.2** Have a material financial interest in a subcontract, grant or subgrant of the Contractor, other than his contract of employment. "Material financial interest" shall include a personal and pecuniary interest accruing to the officer or member of the Contractor's governing board or Board of Directors, or employee, to his spouse or to any other person who resides in the same household. For purposes of this Contract, the ownership of an interest of three (3%) percent or more in a firm, partnership or other business, or aggregate annual income, exclusive of dividend income and interest income, of Ten Thousand (\$10,000.00) Dollars or more, from a firm, partnership or other business shall be deemed to be a material financial interest in such firm, partnership or other business; or

**8.7.3** Be a purchaser of any sale made by the Contractor; or

**8.7.4** Solicit or accept money or any other thing of value, except compensation, expenses, or other remuneration paid directly to him or approved for him by the Contractor for services performed within the scope of his official duties.

**8.8 COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency or other organization has been employed to solicit or secure any resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State Agency shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek other remedies as legally may be available.

**8.9 EXPENDITURE OF FUNDS:** The Contractor shall not cause actual or potential annual expenditures to a particular state fund source to exceed the amount obligated from that source or cause misallocation of expenditures among fund sources for Contract activities.

The Contractor shall return any unspent monies to the State Agency, as instructed by the State Agency at the end of the Contract period.

**8.10 INDEMNIFICATION:** The Contractor, except to the extent that the Contractor and any of its subcontractors enjoy sovereign immunity as agencies of a local governing body, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and

employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from work performed under this Contract. No person performing work pursuant to any resulting contract shall be deemed an employee of the Commonwealth. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

**8.11 LICENSURE/CERTIFICATION REQUIREMENTS:** The Contractor shall assure that where state or local public jurisdictions require licensure or certification for the provision of services, agencies or individuals providing such services under any resulting contract shall be licensed/certified in good standing.

**8.12 MONITORING AND EVALUATION:** The State Agency reserves the right to monitor all administrative, programmatic, and financial activities related to any resulting contract to ensure compliance with the terms of the contract. Such monitoring may be accomplished through ongoing review of data submitted to the State Agency by the Contractor and through periodic onsite review of the Contractor's records and interviews with administrative/financial/program staff and service recipients. Records and staff shall be available for monitoring during business hours to authorized representatives of the State Agency or the Commonwealth of Virginia.

**8.13 OBLIGATION OF FUNDS:** For support of work described in any resulting contract, subject to availability of funds, the State Agency obligates funds as specified in the Summary of Obligations, included herein as part of the Contract.

Transfers of ten (10%) percent or more into or from any category within the budget must be approved in advance by the State Agency. The Contractor shall submit requests for approval of such transfers in writing. Transfers of ten (10%) percent or more into or from any category within the budget are not allowed in the last thirty (30) days of the Contract period.

**8.14 OWNERSHIP OF INTELLECTUAL PROPERTY:** The Contractor is prohibited from copyrighting any documents, reports, forms, databases, programs, or other materials created in the course of performing any resulting contract, and from obtaining any patent on these or any invention or other discovery resulting from its performance under the terms and conditions of the Contract.

The Commonwealth of Virginia shall retain all rights, title and interest in any and all intellectual property generated, created, or developed as a result of any resulting contract.

- 8.15 PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under any resulting contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- 8.16 PROCUREMENT:** If not subject by statute to the Virginia Public Procurement Act, §§2.2-4300 through 2.2-4377 of the *Code of Virginia*, the Contractor shall have written policies and procedures that are consistent with, or exceed, the requirements of said Act for public bidding or offering. The Contractor shall purchase goods and services with funds awarded under this Contract according to the applicable requirements.
- 8.17 PROGRAM CLOSEOUT:** The Contractor shall ensure that an orderly and prompt closeout of the Contract is completed in accordance with instructions issued by the State Agency.
- 8.18 PUBLIC INFORMATION:** The Contractor shall provide for a continuing program of public information specifically designed to assure that information about the programs and activities carried out under any resulting contract are effectively and appropriately promulgated throughout the specified service area.

The Contractor shall make available, at reasonable times and places in the offices of the Contractor, the Contract, all periodic reports and all policies governing the administration of programs and activities performed for the Contract for review upon request by interested persons and representatives of the media.

- 8.19 RECORDS AND REPORTS:** The Contractor shall keep records and make reports containing information in the form required by the State Agency. The Contractor shall maintain accounts and documents that shall permit prompt determination of the status of funds and the level of services provided under any resulting contract, including the disposition of all monies received from the State Agency and the nature and amount of all charges claimed against such funds.

The Contractor shall maintain auditable records that clearly document the amount of staff time spent on the Contract activities and tasks.

All fiscal reports are to be prepared on a modified accrual basis. If the Contractor's accounting records are not kept on that basis, the Contractor

shall develop the necessary accrual information through analysis of pertinent documentation on hand.

The Contractor agrees to include in all subcontracts or other agreements for the purchase of goods and services a provision that the Contractor and its authorized agents shall have access to any books, documents, papers, and records of the subcontractor that are directly pertinent to that specific agreement.

The Contractor agrees to submit all reports accurately and on time.

- 8.20 REIMBURSEMENT:** Subject to availability of funds, the State Agency agrees to reimburse the Contractor for expenditures up to and not exceeding the maximum amount provided under any resulting contract, as set forth in the Summary of Obligations.

Payment will be bound by the approved budget referenced in 8.13 above, as presented, which shall be strictly construed.

The State Agency reserves the right to disallow costs and/or withhold payment if the Contractor fails to comply with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

The State Agency reserves the right to modify or add reimbursement policies, as appropriate, to assure compliance with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

**Aging Monthly Report – Other Contracts (AMR-OC):** By the twelfth (12<sup>th</sup>) day of the second (2<sup>nd</sup>) and each succeeding month of the Contract period, the Contractor shall submit a monthly financial report and cash request using the State Agency's Aging Month Reporting (AMR-OC) along with other forms and reports established and required in accordance with instructions issued by the State Agency. If the twelfth (12<sup>th</sup>) is not a state business day, reports will be accepted on the next workday.

The Contractor shall submit an Aging Monthly Report – Other Contracts even if no reimbursement is requested. The data elements listed should be reported on a monthly basis that will allow for annual, non-duplicated totals and percentages.

- 8.21 SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire Contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.



**8.22 SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES**

**SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

## **ATTACHMENT 1**

### **Budget Form**

The Budget Form is in Microsoft Excel and is available on internet at [www.vda.virginia.gov](http://www.vda.virginia.gov).

## ATTACHMENT 2

### Reporting Forms

## Virginia Department for Aging

Quarterly Virginia Respite Care Grant

QUARTERLY REPORT FORM

Report Year: 2006-2008

Reporting Agency: \_\_\_\_\_

Reporting Information	No. of Faxed Pages
To: Ellen Nau	From:
Tel: 804-662-9340	Tel:
Fax: 804-662-9354	Fax:
E-Mail: Ellen.Nau@vda.virginia.gov	E-Mail:

Circle the appropriate report quarter and report type:

**Reporting Dates:** 15<sup>th</sup> of October, January, April and July (Quarterly Reports)  
07/30/08 (Final Report)

**Report Type:**      **Regular**      **Amended**

	QUARTER	YTD
1. Number of applicants, unduplicated:		
2. Number of clients found eligible and served:		
3. Number of hours of respite care requested:		
4. Number of hours of respite care provided:		
5. Average number of hours of respite care provided: <b>(please attach a monthly</b>		

	QUARTER	YTD
<b>calculation)</b>		
6. Total value/cost of respite care provided:		
7. Total amount of respite care cost paid by clients:		
8. Percentage of respite care cost paid by clients:		
9. Number of applicants not served due to unavailability of respite care:		
10. Number of clients institutionalized:		
11. Estimated number of clients served who would have been placed in nursing home or other facility without this service.		

## Virginia Respite Care Grant Program

### ANNUAL REPORT FORM

Please use the following format and submit by July 30, 2008

1. Summary of program activities. Please include a description of your activities as well as the following:
  - A. A listing of additional local public or private funding and in-kind contributions received for use in developing or expanding your program.
  - B. An explanation of how your program is serving previously geographically unserved or underserved areas of the Commonwealth.
  - C. A listing of the membership of your community taskforce and their participation in your program; including representation from communities of faith.
  - D. An explanation of how your clients were offered services using the current Federal Poverty/VDA Sliding Fee Scale or other scale developed.
  - E. A listing of public/private partnerships you have promoted to help with the funding, development or provision of your respite care services.
  - F. A description of your intergeneration programming.
2. Summary of program achievements.
  - Describe how you evaluated your program and what factors were used in program quality assurance.
  - Summarize the issues your program encountered in developing a new program or expanding a current respite care program. Explain briefly how you resolved these issues.
  - Describe your plans for the next year of your program. Include evidence of the program's financial solvency.